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ORIGINAL
FILED

AUG - 9 2007

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
(San Francisco Division)

E-filing

VRW

SOLANO & NAPA COUNTIES
ELECTRICAL WORKERS HEALTH AND
WELFARE TRUST FUND; SOLANO &
NAPA COUNTIES ELECTRICAL WORKERS
LABOR & MANAGEMENT COMMITTEE;
I.B.E.W. LOCAL 180 JOINT
APPRENTICESHIP TRAINING TRUST
FUND; SOLANO AND NAPA COUNTIES
ELECTRICAL WORKERS PENSION TRUST
FUND; SOLANO & NAPA COUNTIES
ELECTRICAL WORKERS PROFIT
SHARING PLAN; LOCAL 180 of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO; and,
DAN BROADWATER, as Trustee of the
Plaintiff Trusts and Co-chair of the Committee,

Plaintiffs,

vs.

CAMERON ELECTRIC & LIGHTING
DESIGN, a sole proprietorship; ZACHARY
ALAN CAMERON, its owner; CAMERON
ELECTRIC dba CAMERON ELECTRIC &
LIGHTING DESIGN,

Defendant.

Case No.

07 41111

COMPLAINT;
REQUEST FOR INJUNCTIVE
RELIEF; AND, REQUEST FOR JURY
TRIAL

1 Plaintiffs allege:

2 I.

3 COMMON FACTUAL ALLEGATIONS

4 1. Jurisdiction. This is an action to collect unpaid contributions to multi-employer
5 benefit plans pursuant to the terms of each plan and a collective bargaining agreement. Jurisdiction
6 is pursuant to the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §
7 1132(a), (e) and (g), 29 U.S.C. § 1145 and the Labor-Management Relations Act ("LMRA"), 29
8 U.S.C. § 185. Jurisdiction also exists pursuant to 28 U.S.C. § 1331.

9 2. Venue. Venue is appropriate in this District as the Plaintiff Trust is administered here
10 (in Alameda County) and the breach took place in this district (in Alameda County); 29 U.S.C. §
11 1132(e)(2).

12 3. Plaintiffs SOLANO & NAPA COUNTIES ELECTRICAL WORKERS HEALTH AND
13 WELFARE TRUST FUND; I.B.E.W. LOCAL 180 JOINT APPRENTICESHIP TRAINING
14 TRUST FUND; SOLANO AND NAPA COUNTIES ELECTRICAL WORKERS PENSION
15 TRUST FUND; SOLANO & NAPA COUNTIES ELECTRICAL WORKERS PROFIT SHARING
16 PLAN; SOLANO & NAPA COUNTIES ELECTRICAL WORKERS LABOR & MANAGEMENT
17 COMMITTEE (hereafter the "Trusts"), are multi-employer employee benefit plan pursuant to
18 ERISA, 29 U.S.C. § 1002(3), (37) and 29 U.S.C. § 1132(d)(1) and each is a jointly trustee
19 employee benefit trust pursuant to the LMRA, 29 U.S.C. § 186(c)(5). Employers make
20 contributions to the Trust pursuant to the requirements of their collective bargaining agreements with
21 Plaintiff LOCAL 180 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL
22 WORKERS, AFL-CIO (hereafter "the Union" or "Local 340"). Plaintiff SOLANO & NAPA
23 COUNTIES ELECTRICAL WORKERS LABOR & MANAGEMENT COMMITTEE is the
24 authorized collection agent for each of the Trusts, as well as other Funds under the agreement
25 between Local 180 (or its predecessors) and the Defendant.

1 4. Plaintiff DAN BROADWATER is a trustee of each of the Trusts, a fiduciary of each
2 Trust, Co-chair of the Committee and the Business Manager of Local 180.

3 5. Defendant CAMERON ELECTRIC & LIGHTING DESIGN (hereinafter referred to as
4 "Cameron Electric") agreed to be bound to the terms and conditions of a collective bargaining
5 agreement with the Plaintiff Local 180 (hereinafter referred to as "Local 180" or the "Union").
6 (Attached hereto as Exhibit "A" is a true and correct copy of a "Letter of Assent – A", dated
7 November 8, 2006 binding Cameron Electric to the I.B.E.W. Local 180/N.E.C.A. Residential
8 Agreement and attached hereto as Exhibit "B" is a true and correct copy of a "Letter of Assent – A",
9 dated March 9, 2005 binding Cameron Electric to the I.B.E.W. Local 180/N.E.C.A. Inside Wireman
10 Agreement). The "Letter of Assent – A" binds Cameron Electric to the Residential and Inside
11 Wireman collective bargaining agreements. (Attached hereto as Exhibit "C" is a true and correct
12 copy of the Residential Agreement between the National Electrical Contractors Association
13 ("N.E.C.A.") and the International Brotherhood of Electrical Workers ("I.B.E.W."). Attached hereto
14 as Exhibit "D" is a true and correct copy of the Inside Construction Agreement between I.B.E.W.
15 Local 180 and N.E.C.A.). The respective collective bargaining agreements require the Defendants to
16 make monthly contributions to the Trust for fringe benefits for covered employees. The respective
17 collective bargaining agreements also require the Defendants to be bound to the applicable Trust
18 agreement. The respective collective bargaining agreements and/or related Trust agreements also
19 specify that Defendants post a welfare benefits bond to cover delinquencies such as the present one.

20 6. Defendant Cameron Electric is a sole proprietorship believed to have a California
21 contractor's license #850835. Plaintiffs are informed and reasonably believe Defendant CAMERON
22 ELECTRIC & LIGHTING DESIGN is also known as and does business as CAMERON ELECTRIC
23 (collectively referred to as "Cameron Electric"). Defendant Cameron Electric and Defendant
24 ZACHARY ALAN CAMERON, its owner are alter-egos and/or agents of one another and
25 fiduciaries of the Trusts pursuant to 29 U.S.C. § 1145, et seq and will be collectively referred to as
26 COMPLAINT; REQUEST FOR INJUNCTIVE RELIEF; AND, REQUEST FOR JURY TRIAL
27 Case No.

1 the "Defendants" unless otherwise stated. Defendants are engaged in the installation and testing of
2 electrical wiring and electrical circuits business in Solano and Napa Counties, California. Plaintiffs
3 are informed and reasonably believe that the Defendants are a fiduciary of the Trust pursuant to 29
4 U.S.C. § 1145, et seq.

5
6 7. At all times material herein, the Defendants have engaged in the construction industry in
7 California and as such has been an "employer" "engaged in an industry or activity affecting
8 commerce" within the meaning of 29 U.S.C. § 152 and 29 U.S.C. §§ 1002-1003.

9
10 8. The Defendants have repeatedly underpaid or not paid the required contributions to the
11 plans during the relevant period of the statute of limitations pursuant to the appropriate collective
12 bargaining agreement and/or Trust agreement.

13
14 9. Under the terms of the Solano & Napa Counties Electrical Workers Health and Welfare
15 Trust Agreement to which the Defendants have agreed to be bound, an employer who fails to make
16 timely contributions to the Trust for employee fringe benefits is liable to the Trust for all unpaid
17 contributions, liquidated damages of ten percent (10%) of the principal amount, twelve percent
18 (12%) interest on the unpaid principal, as well as attorneys' fees and collection costs.

19 II.

20 FIRST CLAIM

21 (ERISA - 29 U.S.C. § 1145)

22 10. Plaintiffs incorporate by reference and reallege paragraphs 1-9 as if set out in full.

23 11. Jurisdiction. This is an action to collect unpaid contributions found owing to a multi-
24 employer benefit plan pursuant to the terms of the Trust agreement and the collective bargaining
25 agreement. Jurisdiction is pursuant to ERISA, 29 U.S.C. §§ 1132(a), (e) and (g) and § 1145.

26
27 12. The Defendants' action constitutes a failure of an employer to make contributions to a
28 multi-employer plan, as well as a breach of fiduciary duty owed pursuant to 29 U.S.C. § 1145.

1 13. Plaintiffs are entitled to judgment for all unpaid contributions, liquidated damages,
2 prejudgment interest and reasonable attorneys fees and costs pursuant to 29 U.S.C. § 1132(g)(2).

3
4 III.

5 SECOND CLAIM

6 (LMRA)

7 14. Plaintiffs incorporate by reference and reallege paragraphs 1-9 and 11-13 as if set out in
8 full.

9 15. Jurisdiction. This is an action to enforce a collective bargaining agreement pursuant to
10 29 U.S.C. § 185(a).

11 16. The Defendants' failure to pay contributions owing and post a welfare benefits bond
12 breached the agreement between the Defendants and the Union to the detriment of the Plaintiffs and
13 Plaintiffs are entitled to damages, liquidated damages, interest, attorneys' fees and costs pursuant to
14 the agreement.
15

16 IV.

17 PRAYER FOR RELIEF

18 WHEREFORE, plaintiffs pray judgment as follows:

19 1. For a preliminary and permanent injunction requiring the Defendants to immediately post
20 a welfare benefits bond in accordance with the applicable collective bargaining agreement and/or
21 related Trust agreements.
22

23 2. For unpaid principal of approximately \$30,000.00 owed encompassing the time period of
24 February 1, 2007 through July 31, 2007 on the Residential Agreement, and further unknown
25 amounts according to proof.

26 3. For unpaid principal of approximately \$60,000.00 owed encompassing the time period of
27 April 1, 2007 through June 30, 2007 on the Inside Construction Agreement, and further unknown
28 amounts according to proof.

1 4. For liquidated damages of approximately \$18,000.00 encompassing the time period of
2 November 1, 2006 through the present, and any further unknown amounts according to proof,

3 5. For prejudgment interest of approximately \$5,000, and any further amounts according to
4 proof,

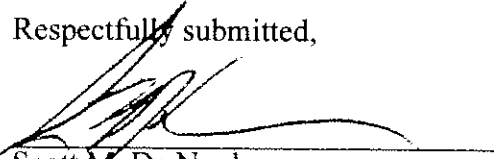
5 6. For such equitable relief as this court deems just and proper,

6 7. For reasonable attorneys fees and costs of suit (currently estimated to be approximately
7 \$2,500.00), and any further amounts according to proof, and
8

9 8. For such other and further relief as this court deems just and proper.

10
11 Dated: August 7, 2007


Respectfully submitted,


12 Scott M. De Nardo
13 NEYHART, ANDERSON, FLYNN & GROSBOLL
14 Attorneys for Plaintiffs
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JURY TRIAL DEMAND

Plaintiffs hereby demand trial by jury.

Dated: August 8, 2007.



Scott M. De Nardo
Attorney for Plaintiffs

EXHIBIT A

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize NECA, Northern California Chapter

Solano/Napa Division as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved Residential labor agreement between the

NECA, Northern California Chapter, Solano/Napa Division and Local Union 180, IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the 8 day of

November, 2006. It shall remain in effect until terminated by the undersigned employer giving written notice to the

NECA, Northern California, Solano/Napa Division and to the Local Union at least one hundred

fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Cameron Electric & Lighting Design

¹ Name of Firm

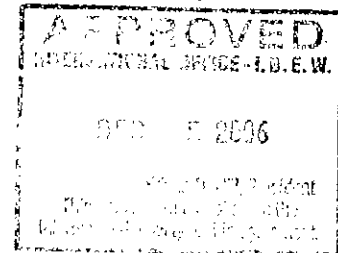
68 Coombs St. Suite A3

Street Address/P.O. Box Number

Napa, CA 94559

City, State (Abbr.) Zip Code

⁴ Federal Employer Identification No.: 567592445



SIGNED FOR THE EMPLOYER

BY Nanci E. Cameron

(original signature)

NAME Nanci E. Cameron

TITLE/DATE Office Manager

SIGNED FOR THE UNION 180 IBEW

BY Bruce P. Gourley

(original signature)

NAME Bruce P. Gourley

TITLE/DATE Business Manager

INSTRUCTIONS (All items must be completed in order for assent to be processed)

¹ NAME OF CHAPTER OR ASSOCIATION

Insert full name of NECA Chapter or Contractors Association involved.

² TYPE OF AGREEMENT

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

³ LOCAL UNION

Insert Local Union Number.

⁴ EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

⁵ EMPLOYER'S NAME & ADDRESS

Print or type Company name & address.

⁶ FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

⁷ SIGNATURES

⁸ SIGNER'S NAME

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form.

EXHIBIT B

LETTER OF ASSENT - A

In signing this letter of assent, the undersigned firm does hereby authorize NECA, NORTHERN CALIFORNIA, NAPA/SOLANO

COUNTIES BRANCH

as its collective bargaining representative for all matters contained in or pertaining to the

current and any subsequent approved INSIDE labor agreement between the

NECA, NORTHERN CALIF. CHAPTER, NAPA/SOLANO COUNTIES BRANCH and Local Union 180, IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the 29 day of

March, 2005. It shall remain in effect until terminated by the undersigned employer giving written notice to the

NECA, NORTHERN CALIFORNIA CHAPTER, NAPA/SOLANO COUNTIES BRANCH and to the Local Union at least one hundred

fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

CAMERON ELECTRIC & LIGHTING DESIGN

¹ Name of Firm

1030 ARROYO LINDO COURT

Street Address/P.O. Box Number

NAPA, CALIF. 94558

City, State (Abbr.) Zip Code

⁴ Federal Employer Identification No.: 56759 2445

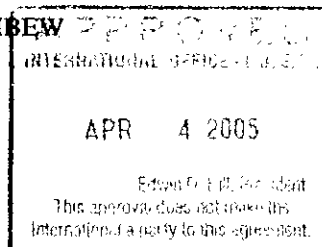
SIGNED FOR THE EMPLOYER

BY [Signature]

(original signature)

NAME Eric Cameron

TITLE/DATE Owner 3-9-05



SIGNED FOR THE UNION 180 IBEW

BY [Signature]

(original signature)

NAME Bruce P. Gourley

TITLE/DATE Business Manager

INSTRUCTIONS (All items must be completed in order for assent to be processed)

¹ NAME OF CHAPTER OR ASSOCIATION

Insert full name of NECA Chapter or Contractors Association involved.

² TYPE OF AGREEMENT

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

³ LOCAL UNION

Insert Local Union Number.

⁴ EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

¹ EMPLOYER'S NAME & ADDRESS

Print or type Company name & address.

⁴ FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

⁷ SIGNATURES

⁸ SIGNER'S NAME

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form.

EXHIBIT C

RESIDENTIAL AGREEMENT

**NORTHERN CALIFORNIA
BAY TO THE BORDERS**



**BETWEEN
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION
AND
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

**EFFECTIVE
2006 - 2008**

TABLE OF CONTENTS – RESIDENTIAL CONSTRUCTION

	<u>Section</u>	<u>Pages</u>
First Clause		4
Type of Work Covered		4
Basic Principles		4
 Article I: Effective Date/Changes/Grievances/Disputes		
Standard CIR Language	1.01-1.10	5-7
 Article II: Employer Rights/Union Rights		
Management Rights	2.01	7
Non-Discrimination	2.02	7
Foreman Call-Out By Name.....	2.03	7
Workers' Compensation Insurance.....	2.04	8
Surety Bond	2.05	8
Union Recognition	2.06	9
Nonresident Employees (<i>Portability</i>)	2.08	9
Favored Nations	2.09	9
Union Right to Discipline Members	2.12	10
Union Job Access.....	2.13	10
Tool List	2.15	10
Union Security	2.17	11
Annulment/Subcontracting	2.18	11

TABLE OF CONTENTS (CONTINUED)

	<u>Section</u>	<u>Pages</u>
Article III: Hours/Wages/Working Conditions		
Hours (Workday-Workweek).....	3.01(a).....	12
Four Ten-hour Days.....	3.01(b).....	12
Overtime/Holidays.....	3.02.....	12-13
Payday.....	3.05(a).....	13
Direct Deposit.....	3.05(b).....	13
Workmen Laid off.....	3.05(c).....	13
Pay Check Waiting Time.....	3.05(d).....	13-14
Classifications--Wages.....	3.06(a).....	14
Fringes.....	3.06(b).....	14-15
Travel Time.....	3.07.....	15
Union Dues Deduction.....	3.08.....	15
Show-up Pay.....	3.09.....	15
Shift Work.....	3.10.....	16
Sub Foreman/Foreman Ratios.....	3.12.....	16
Article IV: Referral Procedure		
Referral Procedure.....	4.01-4.21.....	17-21
Re-registration.....	4.13.....	19
Ineligibility.....	4.15(b).....	20
Article V: Apprenticeship and Training		
Apprenticeship and Training.....	5.01-5.14.....	22-25
Article VI: Fringe Benefits		
NEBF.....	6.01.....	26
Health & Welfare.....	6.02.....	27
Pension.....	6.03.....	27

NORTHERN CALIFORNIA RESIDENTIAL CONSTRUCTION AGREEMENT

Agreement by and between the Calaveras, San Joaquin, Solano and Napa Counties Branch, Northern Chapter, National Electrical Contractors Association (NECA), Redwood Empire Chapter NECA, Sacramento Electrical Contractor's Association, Inc. and the International Brotherhood of Electrical Workers, IBEW Locals 180, 340, 551 and 595.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

TYPE OF WORK COVERED BY THIS AGREEMENT

Scope of work: Residential construction work is private residential construction not to exceed more than four (4) stories in height.

Definitions: Residential construction is defined as a single family dwelling, and up to four (4) story walkups, single metered to include service and all circuits, equipment, voice data, security, photovoltaic or fuel cells, environmental controls, fire protection, fixtures and electrical material required to complete residential project and are attached to and related to the total project.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
STANDARD CIR
EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect January 1, 2006, and shall remain in effect until May 31, 2008 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

CHANGES:

Section 1.02(a). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c). The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

GRIEVANCES/DISPUTES:

Section 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09. When any matter in dispute has been referred to conciliation or arbitration

for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within ten (10) working days of its occurrence shall be deemed to no longer exist.

ARTICLE II EMPLOYER RIGHTS/UNION RIGHTS

MANAGEMENT RIGHTS:

Section 2.01. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.02. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this agreement.

FOREMAN CALL-OUT BY NAME:

Section 2.03. The employer shall have the right to call a Foreman by name provided:

- (a). The employee has not quit his previous employer within the past two weeks.
- (b). The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest-

priority group.

(c). When an employee is called as a Foreman, he must remain as a Foreman for 90 days or must receive a reduction in force.

WORKERS' COMPENSATION INSURANCE:

Section 2.04. For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance, with a company authorized to do business in this state; comply with the Federal Insurance Contributions Act, California Unemployment Insurance Act and all other protective insurance as may be required by the laws of this State or Federal Government and upon request, shall furnish satisfactory proof of such compliance to the Union; Social Security; and such other protective insurance as may be required by the laws of the state in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

SURETY BOND:

Section 2.05(a). Each Employer shall furnish a surety bond in the amount of five thousand dollars \$5,000 to secure payment of all amounts due on account of payroll and fund deduction, contribution, and reporting obligations of the Employer required by this Agreement. The bond shall provide that it may not be terminated without 15 days prior written notice to the Employer and the Local Union.

(b). Any Employer whose bond is defaulted, may at the discretion of the Union, be required to increase the bond by the amount of five thousand dollars (\$5,000) each occurrence

(c). The Labor/Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents.

(d). An Employer's participation in the NECA West Payroll and Fringe Benefits Guarantee Trust Fund shall satisfy bonding requirements.

UNION RECOGNITION:

Section 2.06(a). The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b). The Employer understands that the Local Union's jurisdiction—both trade and territorial—is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

NON-RESIDENT EMPLOYEES:

Section 2.08. An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

FAVORED NATIONS:

Section 2.09. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.10. No applicant or employee while he remains subject to employment by

Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work. One (1) designated member of a firm, designated in writing (employer) shall be permitted to work with the tools during regular work hours on work covered by this Agreement.

Section 2.11. Employee's working under the terms of this agreement shall install all electrical work in a safe and workmanlike manner and in accordance with the Employer's direction.

UNION RIGHT TO DISCIPLINE MEMBERS:

Section 2.12. The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

UNION JOB ACCESS:

Section 2.13. A representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

Section 2.14. There shall be no limit on production of workers or restriction on the safe use of proper tools or equipment, and there shall be no task work or piecework.

TOOL LIST:

Section 2.15. Residential Wiremen shall provide themselves with the following tools:

Toolbox with lock	Hammer	Wire strippers
9" Side cutters	8" Needle-nose	Torpedo level
8" Diagonal	Tri tap	Flashlight
25' Tape measure	Screwdriver (standard)	Voltage tester
Knife	Screwdriver (Phillips)	N.E.C. Book
Nail pouch	Offset screwdriver (standard)	Channel locks
Tool pouch	Hacksaw frame	Cordless drill with charger
Tool belt	Keyhole saw (sheet rock)	Metal file
Sta-Con pliers	Wood Chisel	

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are damaged on the job or stolen from the locked storage.

Section 2.16. The Employer shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them, provided the Employer furnishes the necessary lockers, toolboxes, or other safe place of storage. Tools must be taken out and put away during working hours.

UNION SECURITY:

Section 2.17. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

ANNULMENT/SUBCONTRACTING:

Section 2.18. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE III HOURS/WAGES/WORKING CONDITIONS

HOURS: (*Workday/Workweek*)

Section 3.01(a). Eight hours work between the hours of 7:00 a.m. and 3:30 p.m., with 30 minutes for a lunch period between noon and 12:30 p.m. shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. The normal workday may be varied by no more than two hours by mutual agreement between the Union and the Employer.

FOUR 10-HOUR DAYS:

Section 3.01(b). The Employer, with 72-hours prior notice to the Union and employees, may institute a work-week consisting of four ten (10) hour days between the hours of 6:00 AM and 6:00 PM, Monday through Thursday or Tuesday through Friday with one-half hour allowed for a lunch period. After ten hours in a work day, overtime shall be paid at the rate of one and one-half times the regular rate of pay, except Sundays and Holidays which will be paid at double the straight time rate of pay.

On projects which require four ten hour days on Saturdays, Sundays or Holidays, the Employer is required to contact the Business Manager for approval on a job-by-job basis.

OVERTIME/HOLIDAYS:

Section 3.02(a). **All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight-time rate. All work performed on Sundays and the following holidays shall be paid at double the straight time rate of pay:** New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and the weekday before or after Christmas [when Christmas day falls on a Tuesday, Wednesday, Friday, or Saturday the holiday shall be observed on the previous day (Monday, Tuesday, Thursday, or Friday). When Christmas day falls on Sunday, Monday, or Thursday the holiday shall be observed on the following day (Monday, Tuesday, or Friday)] or days celebrated as such, shall be paid at double the

straight time rate of pay.

Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday.

(b). In addition to the normal holiday schedule, Carpenters' Off-Days shall be observed on jobs where there are Carpenters observing those days as non-work days. Carpenters' Off-Days shall not be observed on jobs where Carpenters are not working.

Section 3.03. No work shall be performed on Labor Day, except in case of emergency.

Section 3.04. When workers are directed to report to the job, such workers shall be on the job ready to commence work at the regular starting time. All tools and material shall be stored and put away before quitting time.

PAYDAY:

Section 3.05(a). Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Friday and not more than three days wages may be withheld at that time. Any worker laid off or discharged shall be paid his/her wages immediately. In the event the worker is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the worker at the jobsite during regular working hours or allow sufficient time during regular working hours to report to the shop to receive payment.

DIRECT DEPOSIT:

(b). Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

(c). Workman laid off or discharged shall be given sufficient time to pick up their tools, and in no event shall they receive less than thirty (30) minutes notice, for which they shall be paid.

(d). Straight time shall be charged for time waiting for pay, except in cases where

the Employer or his representative is detained do to circumstances beyond his control, or an error in the amount of pay is due to clerical error, provided workmen have turned in approved time reports as required, to their Employers.

For the purpose of this Section, waiting time pay shall be limited to the following hours:

1. 4:30 PM to 8:00 PM on the day such pay is due
2. 8:00 AM to 4:30 PM for each succeeding regular workday, excluding Saturdays, Sundays, and Holidays.

Tender of such waiting time pay either to the Union Business Office or to the employee shall terminate any further waiting time.

CLASSIFICATIONS/WAGES:

Section 3.06(a). The minimum hourly rate of wages shall be as follows:

RESIDENTIAL WIREMAN	\$25.54 (Napa, Solano, Marin & Sonoma Counties)
RESIDENTIAL WIREMAN	\$20.25 (All other areas)
FOREMAN	120% OF RESIDENTIAL WIREMAN RATE
SUB – FOREMAN	110% OF RESIDENTIAL WIREMAN RATE
APPRENTICE RESIDENTIAL WIREMAN – SIX (6) PERIODS	

Period	% of Residential Wireman Rate	Minimum Accumulative + OJT Hours	Related Training
1	50%	NA + 0	N/A
2	58%	NA + 800	Satisfactory Progress
3	66%	NA + 1600	1 st year school complete
4	74%	6 Months in 3 rd + 2400	Satisfactory Progress
5	82%	6 Months in 4 th + 3200	2 nd year school complete
6	90%	6 Months in 5 th + 4000	Satisfactory Progress
Completion	100%	6 Months in 6 th + 4800	3 rd year school complete

FRINGES:

Section 3.06(b). In addition to the above hourly rates, payments shall be made as follows:

1. NEBF 3% of gross labor payroll (Reference Section 6.01)
2. Health & Welfare Fund \$5.85 per hour worked.
3. Savings Account See appropriate Wage Schedule.
4. Local Union Pension \$1.25 per hour worked.
5. LMCC \$0.30 per hour worked (Reference Article VIII).
6. Apprenticeship & Training \$0.68 per hour worked.

ARTICLE IV
REFERRAL PROCEDURE

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

RESIDENTIAL WIREMAN

GROUP I. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been

SHIFT WORK:

Section 3.10. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

All benefits shall be paid for straight time hours paid on all shifts.

Example: A "swing shift" employee receives 8 hours pay for 7 ½ hours worked. All benefits shall be paid on 8 hours.

SUB-FOREMAN/FOREMAN RATIOS:

Section 3.12(a). Each job or project requiring two (2) to three (3) Residential Wiremen shall be under the supervision on a Sub-Foreman.

(b) Each job or project requiring four (4) or more Residential Wiremen shall be under the supervision of a Foreman.

(c) Workers are not to take directions or orders to accept the layout of any job from anyone except the Sub-Foreman, Foreman, Contractor or the Contractor's representative.

- | | | |
|----|---------|---|
| 7. | NLMCC | \$0.01 per hour worked (Reference Article IX) |
| 8. | ECT/CAF | 1% of gross labor payroll (Reference Article VI) |
| 9. | NEIF | 1% of gross labor payroll (Reference Article VII) |

TRAVEL TIME:

Section 3.07(a). No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of this agreement when workers are ordered to report on the job.

(b). The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of this agreement. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses.

UNION DUES DEDUCTION:

Section 3.08. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union—upon receipt of a voluntary written authorization—the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

SHOW-UP PAY:

Section 3.09(a). When workers report to the shop or job and are not put to work due to conditions beyond the control of the workers, they shall receive two hours pay. Workers may be required to remain at the jobsite for the hours paid.

(b). If an Employer rejects an applicant for employment who has no adverse employment history with that Employer, and is otherwise prepared to commence work in a timely manner and within normal industry requirements, the applicant is entitled to a reporting expense allowance in the amount of two (2) hours straight time pay. Such reporting expense shall not be required if there is on file with the local union a current termination slip indicating that the applicant is ineligible for re-hire.

(c). When workers report and are put to work, they shall receive pay for a minimum of four hours and shall remain on the job unless directed otherwise by the Employer.

certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last two years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade.

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: in the following counties of California: Alpine*, Amador, Butte, Colusa, Calaveras, El Dorado*, Del Norte, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Napa, Nevada*, Placer*, Plumas, Sacramento, San

Joaquin, Shasta, Sierra, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo, and Yuba

*These portions West of the Main Sierra Mountains Watershed.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Section 4.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has two years' experience in the trade.

Section 4.11. Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice

Section 4.12. The Union shall maintain an "*Available for Work List*" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION:

Section 4.13. An applicant who has registered on the "*Available for Work List*" must renew his application every 30 days or his name will be removed from the List.

Section 4.14. An applicant who is hired and who receives, through no fault of his own, work of forty-hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.15(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "*Available for Work List*" and then referring applicants in the same manner successively from the "*Available for Work List*" in Group II, and then Group III. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

INELIGIBILITY:

Section 4.15(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion:

- (1) require the applicant to obtain further training from the JATC before again being eligible for referral;
- (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct;
- (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or
- (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.16. The only exception which shall be allowed in this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.17. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.18. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.19. A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.20. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this agreement.

Section 4.21. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V
APPRENTICESHIP & TRAINING

Section 5.01. The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 5.02. Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill un-expired terms shall likewise be in writing.

The subcommittee, where one is established by the JATC, shall select from its

membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittees, where a subcommittee is properly established.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor Management Committee for resolution.

Section 5.04. Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05. All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06. The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments.

Section 5.07. The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after

they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

Section 5.08. Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09. Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 5.10. The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

Section 5.11. The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work

processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

Section 5.12. The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.13. Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this agreement.

Section 5.14. All Employers, subject to the terms of this Agreement, shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is the amount specified in Appendix "A" Wage and Fringes Schedule. This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI
FRINGE BENEFITS

All benefits and other periodic payments as enumerated in this Article 6 and Article 7 shall be paid to the Bay to Borders Residential Master Trust in amounts and at times required in Articles 6 and 7 herein. The fringe benefits and other periodic payments shall be submitted with an accompanying transmittal form approved and provided by the Trust.

NEBF:

Section 6.01. It is agreed that, in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the

Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

HEALTH AND WELFARE:

Section 6.02. The individual Employer shall contribute and forward monthly to the designated fund as provided in the Article 6. an amount specified in Appendix "A" for each hour worked by each employee working under the terms of this agreement, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar month. Payments shall be considered delinquent if received after the fifteenth (15th) day of the month following the last day of the month for which they are due and owing. The individual Employer hereby accepts, and agrees to be bound by, the IBEW/NECA Sound and Communications Health and Welfare Agreement and Trust.

PENSION:

Section 6.03. The Employer agrees to become a party to and to comply with, from the effective date, all of the provisions of the Solano and Napa Counties Electrical Workers Profit Sharing Plan Agreement, as amended. The Employer agrees to pay the amount specified in Appendix "A" of this Agreement for each hour worked by each employee working under the terms of this Agreement.

DEFAULT ON REQUIRED PAYMENTS:

Section 6.04. Individual Employers who fail to remit as provided in Sections 6.02 and 6.03 shall be additionally subject to having this Agreement terminated upon 72 hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been made.

FRINGE BENEFIT REMEDIES:

Section 6.05(a). The failure of an individual Employer to comply with the provisions of Sections 6.01 through 6.06 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the parties to this agreement, the Labor-Management

Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

(b). If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus costs of the litigation which have resulted from the bringing of such court action.

SAVINGS:

For work performed in Schedule "C" only.

Section 6.06. The Employer shall make a payroll deduction of five percent (5%) after all taxes have been deducted from the gross labor payroll of each employee for the purpose of an individual savings for each employee. The amount of savings deduction shall be shown on payroll check stubs and included in the monthly transmittal made by employers to report fringe benefit monies. Duplicate copies of employer transmittal reports shall be available to Local Unions that are signatory to this agreement.

(a). The savings accounts shall be established with either of the following depositories provided they are in compliance with (b) below:

A depository selected by the Trustees of the Health and Welfare
or

Operating Engineers Local Union No. 3 Credit Union

250 North Canyons Parkway

Livermore, CA 94551

or

Heritage Community Credit Union

10528 Armstrong Avenue

Mather, CA 95655

(b). The depository for such savings accounts shall certify that each member account will continue to be insured to the maximum amount provided by federal laws governing such depository.

ELECTRICAL CONTRACTORS TRUST:

For work performed in Napa and Solano Counties only.

Section 6.07. The Employer agrees to become a party to and comply with all provisions of the "Electrical Contractors Trust Fund" in areas that have established such a Fund under this Agreement. The Fund shall be utilized to administer this Agreement. In addition, it may cover the cost of negotiations, public relations, advertising programs, contract specification improvement, and promotion of better service to the general public. However, it shall not be limited to these items. Each individual employer shall contribute one percent (1%) of his gross monthly payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Board of Trustees. Payment shall be forwarded monthly to the Electrical Contractors Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to remit the amount due timely will be considered a breach of this Agreement on the part of the individual employer. Enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund or the employers and not the Local Union or the I.B.E.W. Funds received under this Article shall not be used to the detriment of the Local Union or the I.B.E.W.

CONTRACT ADMINISTRATION FUND

Section 6.08. The Employer agrees to become a party to and comply with all provisions of the "Contract Administration Fund" in areas that have established such a Fund under this Agreement. The Fund shall be utilized to administer this Agreement. In addition, it may cover the cost of negotiations, public relations, advertising programs, contract specification improvement, and promotion of better service to the general public. However, it shall not be limited to these items. Each individual employer shall contribute one percent (1%) of his gross monthly payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Board of Trustees. Payment shall be forwarded monthly to the Contract Administration Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to remit the amount due timely will be considered a breach of this Agreement on the part of the

individual employer. Enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund or the employers and not the Local Union or the I.B.E.W. Funds received under this Article shall not be used to the detriment of the Local Union or the I.B.E.W.

ARTICLE VII
NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 7.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man-hours.

2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01. The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall

be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute the amount specified in Appendix "A" for each hour worked by each employee covered under this Agreement into the Labor-Management Trust Fund where the work is performed. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The signatory Chapters, NECA, or their designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 9.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore

new and innovative joint approaches to achieving organization effectiveness;

3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

8) to engage in public education and other programs to expand the economic development of the electrical construction industry;

9) to enhance the involvement of workers in making decisions that affect their working lives; and

10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03. Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The signatory Chapters, NECA, or their designee, shall be the collection agent for this Fund.

Section 9.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 9.05. The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

ARTICLE X

SAFETY

Section 10.01. Employers shall be required to adhere to all safety rules, regulations and procedures as prescribed by law. Employees are required to work in a safe manner and adhere to the established safety rules and regulations of the Employer.

Section 10.02. The Employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.

ARTICLE XI

SUBSTANCE ABUSE

Section 11.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

GENDER LANGUAGE

Whenever the male gender is used in this Agreement, the female gender is also intended.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW®

SIGNED:

LOCAL UNION 180, IBEW®

BY _____

TITLE _____

DATE _____

LOCAL UNION 595, IBEW®

BY _____

TITLE _____

DATE _____

**SACRAMENTO ELECTRICAL
CONTRACTORS, ASSOC., INC.**

BY _____

TITLE _____

DATE _____

REDWOOD EMPIRE CHAPTER, NECA

BY _____

TITLE _____

DATE _____

SIGNED:

NORTHERN CA., NECA

BY _____

TITLE _____

DATE _____

LOCAL UNION 340, IBEW®

BY _____

TITLE _____

DATE _____

LOCAL UNION 551, IBEW®

BY _____

TITLE _____

DATE _____

WAGES AND FRINGES SCHEDULE

"2-A"

The following rates are in effect within IBEW following counties:
Marin, Sonoma, Napa and Solano.

The minimum hourly rate of wages shall be as follows:

	Effective 6-1-06 <u>Per Hour</u>
Residential Wireman	\$25.54
Residential Sub-Foreman	\$28.09
Residential Foremen	\$30.65

Apprentices: The minimum hourly rate of wages shall be as follows:

Job-Hours	Percentages	
1-800	50	\$12.77
801-1,600	58	\$14.81
1,601-2,400	66	\$16.86
2,401-3,200	74	\$18.90
3,201-4,000	82	\$20.94
4,001-4,800	90	\$22.99

The fringe benefits shall be as follows:

Health Insurance	\$ 5.85
Apprenticeship	\$.68
NEBF	(3% of Gross Labor Payroll)
Local Pension	\$ 1.25
Labor Management Cooperation Committee	\$.30
National LMCC	\$.01
ECT/CAF	(1% of Gross Labor Payroll)
NEIF (Marin & Sonoma)	(1% of Gross Labor Payroll)

Effective December 1, 2006 – \$1.00 to be allocated by Labor

Effective June 1, 2007 – \$1.00 to be allocated by Labor

Effective December 1, 2007 – \$1.00 to be allocated by Labor

WAGES AND FRINGES SCHEDULE**"2-B"**

The following rates are in effect within IBEW following counties: Lake, Mendocino, Humboldt and Del Norte.

The minimum hourly rate of wages shall be as follows:

	Effective 6-1-06 <u>Per Hour</u>
Residential Wireman	\$20.25
Residential Sub-Foreman	\$22.28
Residential Foremen	\$24.30

Apprentices: The minimum hourly rate of wages shall be as follows:

Job-Hours	Percentages	
1-800	50	\$10.13
801-1,600	58	\$11.75
1,601-2,400	66	\$13.37
2,401-3,200	74	\$14.99
3,201-4,000	82	\$16.61
4,001-4,800	90	\$18.23

The fringe benefits shall be as follows:

Health Insurance	\$ 5.85
Apprenticeship	\$.68
NEBF	(3% of Gross Labor Payroll)
Local Pension	\$ 1.25
Labor Management Cooperation Committee	\$.30
National LMCC	\$.01
NEIF	(1% of Gross Labor Payroll)

Effective December 1, 2006 – \$1.00 to be allocated as necessary for Health Insurance

Effective June 1, 2007 – \$1.00 to be allocated by Labor

Effective December 1, 2007 – \$1.00 to be allocated by Labor

WAGES AND FRINGES SCHEDULE**"2-C"**

The following rates are in effect within IBEW Local 340.

The minimum hourly rate of wages shall be as follows:

	Effective 6-1-06
	<u>Per Hour</u>
Residential Wireman	\$20.25
Residential Sub-Foreman	\$22.28
Residential Foremen	\$24.30

Apprentices: The minimum hourly rate of wages shall be as follows:

Job-Hours	Percentages	
1-800	50	\$10.13
801-1,600	58	\$11.75
1,601-2,400	66	\$13.37
2,401-3,200	74	\$14.99
3,201-4,000	82	\$16.61
4,001-4,800	90	\$18.23

The fringe benefits shall be as follows:

Health Insurance	\$ 5.85
Apprenticeship	\$.68
NEBF	(3% of Gross Labor Payroll)
Local Pension	\$ 1.25
Labor Management Cooperation Committee	\$.30
National LMCC	\$.01
CAF	(1% of Gross Labor Payroll)

Effective December 1, 2006 – \$1.00 to be allocated as necessary for Health Insurance

Effective June 1, 2007 – \$1.00 to be allocated by Labor

Effective December 1, 2007 – \$1.00 to be allocated by Labor

****Savings account shall be withheld at 5% of gross wages after taxes****

WAGES AND FRINGES SCHEDULE**"2-D"**

**The following rates are in effect within IBEW Local Union 595E:
(Calaveras and San Joaquin Counties).**

The minimum hourly rate of wages shall be as follows:

	Effective 6-1-06 Per Hour
Residential Wireman	\$20.25
Residential Sub-Foreman	\$22.28
Residential Foremen	\$24.30

Apprentices: The minimum hourly rate of wages shall be as follows:

Job-Hours	Percentages	
1-800	50	\$10.13
801-1,600	58	\$11.75
1,601-2,400	66	\$13.37
2,401-3,200	74	\$14.99
3,201-4,000	82	\$16.61
4,001-4,800	90	\$18.23

The fringe benefits shall be as follows:

Health Insurance	\$ 5.85
Apprenticeship	\$.68
NEBF	(3% of Gross Labor Payroll)
Local Pension	\$ 1.25
Labor Management Cooperation Committee	\$.30
National LMCC	\$.01
CAF	(1% of Gross Labor Payroll)
NEIF	(1% of Gross Labor Payroll)

Effective December 1, 2006 – \$1.00 to be allocated as necessary for Health Insurance

Effective June 1, 2007 – \$1.00 to be allocated by Labor

Effective December 1, 2007 – \$1.00 to be allocated by Labor

EXHIBIT D

SOLANO & NAPA COUNTIES

INSIDE CONSTRUCTION AGREEMENT

BETWEEN

**SOLANO & NAPA COUNTIES BRANCH
NORTHERN CALIFORNIA CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

&

**LOCAL UNION 180,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

EFFECTIVE

JUNE 1, 2006, THROUGH MAY 31, 2012

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

Table of Contents

Masthead.....	1
Scope of Agreement.....	1
Basic Principles.....	1
Electrical Industry Advancement.....	1
ARTICLE I.....	2
Effective Date.....	2
Changes, Termination and Arbitration.....	2
Amendment by Mutual Consent.....	2
No Strike and No Lockout.....	3
Grievances/Disputes.....	3
First Step of Grievance Procedure.....	3
Decision of Labor-Management Committee.....	3
Arbitration.....	3
Status Quo.....	3
ARTICLE II.....	4
Employer Qualifications.....	4
Management Rights.....	4
Foreman Call-Out by Name.....	5
Security – Bond or Cash Deposit.....	5
Non-Resident Employees (Portability).....	5
Favored Nations.....	6
Loaning of Men.....	6
Non Contracting of Electrical Work.....	6
Work Responsibility.....	6
Safety.....	6
Appointment of Stewards.....	7
Access to Work Site and Payroll.....	7
Picket Language.....	7
Employee Furnished Tools.....	7
Employer Furnished Tools.....	8
Union Security.....	8
Annulment/Subcontracting.....	8
Designated Management Worker.....	8
Employers – IBEW Signatory.....	9
Rebate of Wages.....	9
Contracting of Labor Service.....	9
440 Volts or Over.....	9
Vehicle Signs.....	10
Crew Mix Ratios.....	10
Article III.....	10
Workday and Workweek.....	10
Overtime/Holidays.....	10
Observance.....	11
Payment of Wages.....	11

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

Rates of Pay	12
Fringe Benefit Contribution Adjustment.....	13
Use of Employee's Vehicle	13
Union Dues Deduction	13
Foreman/General Foreman Ratio	14
Show Up Pay	14
Shift Work	14
Lay-Off – Reporting for Work	15
Public Works	15
Failure to Notify Employer	16
High Time.....	16
Overtime – Lunch Period	16
Cable Splicing	16
Article IV	16
Exclusive Referral	17
Right of Rejection	17
Non-Discriminatory Referral.....	17
Register of Applicants	17
48 Hour Clause.....	18
Temporary Employees.....	18
Normal Construction Market.....	18
Resident.....	18
Examinations	19
Available for Work List	19
Short Workweek	19
Order of Referral	19
Bona Fide Requirements	20
Appeals Committee	20
Inspection of Referral Records.....	20
Posting of Referral Procedure	20
Hiring and Transferring of Apprentices	20
ARTICLE V	21
Joint Apprenticeship and Training Committee	21
Member Terms	21
Local Standards	21
Training Director	22
Apprentice Transfers	22
Removal of Apprentices	22
Apprentice Ratios	23
Supervision	24
Trust Fund	24
Contribution.....	25
Training Facility Fund Corporation	25
Article VI	25
National Electrical Benefit Fund.....	25
Health and Welfare.....	26
Custodian of Fringe Benefits.....	26

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

MASTHEAD

Agreement by and between the Solano and Napa Counties Branch of the Northern California Chapter, NECA and Local Union 180, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Solano and Napa Counties Branch, Northern California Chapter, NECA, and the term "Union" shall mean Local Union 180, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

Whenever the male gender is used in this Agreement, the female gender is also intended.

SCOPE OF AGREEMENT

Workers employed under the terms of this Agreement shall do all on-site underground power distribution systems (including PVC and rigid conduit), temporary power and lighting systems and maintenance thereon, electrical construction, installation, and maintenance and running of tests of electrical lighting, heat and power equipment. Also included is fiber optic systems and raceways installation, photovoltaic system electrical installation, including raceways. This shall include all temporary electrical maintenance of pumps, fans, blowers, and other electrical equipment, installation or erection work in new buildings in the course of construction and in existing buildings undergoing alterations, and in subways, tunnels and bridges. Prefabrication of boxes, brackets, bends and nipples are covered by this Agreement, but the use of catalogue items is permitted.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. The Employer and the Union agree not to discriminate against any employee, or applicant for employment, because of race, color, religion, ancestry, sex or national origin in connection with employment, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, layoff or termination or the selection for training including apprenticeship. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

ELECTRICAL INDUSTRY ADVANCEMENT

The Union may establish programs to increase the market share of Contractors signatory to this Agreement. These programs may be funded and/or unfunded. If funded, funds shall be derived through

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

Payment of Approved Costs	26
Payment of Contributions	27
"Per Hour Worked" – Basis of Contributions	27
Termination of Agreement	28
Pension	28
Defined Contribution Profit Sharing Plan	28
Electrical Contractors Trust of Solano and Napa Counties	28
Contract Administration Fund	29
ARTICLE VII	29
National Electrical Industry Fund (NEIF)	29
Article VIII	30
Labor-Management Cooperation Committee	30
Article IX	31
National Labor-Management Cooperation Committee	31
Separability Clause	34
APPENDIX A	A
JOURNEYMAN'S TOOL LIST	A
Appendix B	B-2
Trust Fund Contribution Rates (effective June 1, 2002)	B-Error! Bookmark not defined.
Trust Fund Contribution Rates (effective June 1, 2003)	B-2
Trust Fund Contribution Rates (effective June 1, 2004 – May 31, 2008)	B-3

Delete

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

a dues deduction, and an Electrical Industry Advancement Fund shall be established. The administration and distribution of this fund shall be at the sole discretion of the Union.

ARTICLE I

Effective Date/Changes/Grievances/Disputes

Section 1.01

Effective Date

This Agreement shall take effect June 1, 2006, and shall remain in effect until May 31, 2012, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31, of each year, unless changed or terminated in the way later provided herein.

Section 1.02

Changes, Termination and Arbitration

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03

Amendment by Mutual Consent

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

Section 1.04

No Strike and No Lockout

There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05

Grievances/Disputes

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06

First Step of Grievance Procedure

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1.07

Decision of Labor-Management Committee

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

Section 1.08

Arbitration

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09

Status Quo

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

Section 1.10

Grievances must be filed within five (5) working days of the occurrence of the event. The parties may mutually agree to extend the filing period to provide an opportunity for informal resolution of the dispute. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within five (5) working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

Employer Rights/Union Rights

Section 2.01

The parties to this Agreement agree henceforth that any additions and/or modifications to the Category I provisions, which are considered Standard Agreement Language by the IBEW International Office and NECA National, shall be inserted into this Agreement, signed by the parties hereto, and submitted to the International Office of the IBEW for approval within 30 days of publication.

Section 2.02

Employer Qualifications

Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation whose principal business is electrical contracting having these qualifications and maintaining an active C-10 license, permanent place of business, a separate business telephone, and adequate tools and equipment. The Employer shall maintain a suitable financial status to meet payroll requirements and shall meet the licensing requirements of the State of California.

Section 2.03

Management Rights

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

Section 2.04

Foreman Call-Out by Name

The Employer shall be permitted to request by name any applicant the Employer desires to employ as Foreman. The Union will refer such applicant to the Employer provided:

- (a) The applicant's name appears on the referral register, and all other eligible applicants in higher referral groups have first been referred.
- (b) The applicant has not quit his Employer within the previous two weeks.
- (c) A maximum of one applicant only may be called out per contract under the provisions of this section.

The Business Manager may waive these requirements when requested by the Chapter Manager and substantiated by a request from the customer.

The Employer shall immediately upon employment of such applicant classify said applicant (employee) as a Foreman and pay such applicant (employee) Foreman's wage as established in this Agreement for the duration of the job for which he is requested or for a minimum of sixty (60) working days, whichever is longer.

Section 2.05

Security – Bond or Cash Deposit

Each Employer, signatory to this Agreement, shall maintain on deposit with the Custodian of the various fringe benefit programs, a minimum of ten thousand dollars (\$10,000) in cash or post with the Custodian a surety bond by a recognized surety firm in the amount of ten thousand dollars (\$10,000).

The surety bond shall be on a form approved by the Labor and Management Committee. Such funds or surety bond shall be deemed as a deposit against any contributions and/or deductions required pursuant to this Agreement.

Section 2.06

Non-Resident Employees (Portability)

An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

Section 2.07

Favored Nations

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.08

Any special terms, conditions or amendments provided for a specific marketing need as agreed by the parties may be implemented in accordance with established procedures negotiated between the Chapter and the Union. To the extent feasible within time constraints, such terms, conditions or amendments shall be made available to all signatory Employers with an interest or involvement in the specific job in question as defined above. In no event shall terms, conditions or amendments, referred to herein, constitute an action subject to or invoking the Favored Nations Clause in the Agreement.

Section 2.09

Loaning of Men

The Employer shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skill are not available through the referral procedure.

Section 2.10

Non Contracting of Electrical Work

No applicant or employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

Section 2.11

Work Responsibility

Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Journeyman Wiremen (excluding supervision) shall be required to make corrections of improper work of their own responsibility on their own time and during regular working hours unless such improper work was done by orders of the Employer or the Employer's representative.

Section 2.12

Safety

All work shall be performed in a safe and proficient manner, in accordance with applicable law and the individual Employer's established rules and policies. The Employer shall provide all necessary safety gear and equipment (excluding personal wearing apparel).

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

Section 2.13

Appointment of Stewards

The Union has the right to appoint Stewards at any shop and/or any job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward shall be discriminated against by any Employer because of the faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

Section 2.14

Access to Work Site and Payroll

Representatives of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of this Agreement, provided they first report to a responsible management employee.

The Business Manager and/or Chapter Manager, if there is a question, shall have authority to inspect the Employer's payroll as to time and pay of an employee.

Section 2.15

Picket Language

(a) It shall not be considered a violation of this Agreement nor shall any worker be discharged by the Employer if he recognizes another labor organization's bona fide picket line which is sanctioned by the Local Central Labor Council, the Building Trades Council, or the International Office of the craft involved. The Union will notify the Employer as soon as possible if an organization secures such sanction.

(b) Should workers leave a job where a recognized picket line is sanctioned by the Central Labor Council, the Building Trades Council, or the International Office of the craft involved, such workers shall carefully put away all tools, material and equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer by members of the Union for neglect in carrying out this provision, but only when a safe place is provided for such property by the Employer, and provided further that reasonable time be allowed the Employer to provide such safe place.

Section 2.16

Employee Furnished Tools

Journeyman shall furnish a kit of hand tools as set forth in Appendix "A" of this Agreement. Journeyman shall have tools and tool box at a value not to exceed five hundred dollars (\$500.00). The employee shall furnish the Employer upon employment with a complete list and description of his tools and tool box and shall make said tools and tool box available for inspection when so required. The Employer shall be financially responsible for loss of an employee's tools and/or tool box where

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

substantial evidence of loss is established, provided that at time of loss said tools were locked in the tool box and the tool box was placed and locked, when provision is made therefore, within the locker box or other safe place as provided by the Employer.

Section 2.17

Employer Furnished Tools

The Employer shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

Section 2.18

Union Security

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.19

Annulment/Subcontracting

The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges or violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.20

Designated Management Worker

Each employer may designate up to one (1) management representative ("DMW"), who may be either an owner or an employee, to perform field electrical construction. The DMW shall not be subject to the referral procedure but shall comply with all working hours and conditions of the Agreement for all covered work subject to the following specific provisions.

- 1) Out-of-area contractors may utilize such a DMW or an employee referred through other Local IBEW referral procedures as the one person authorized to work under the scope of the Agreement. If the

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

employer utilizes the provisions of Section 2.06 of this Agreement to employ a non-resident Journeyman while utilizing the Designated Management Worker clause (Section 2.19), either the one non-resident Journeyman or the one management representative (DMW) must be a member of the IBEW.

- 2) A signatory Employer shall be permitted to utilize a DMW provided that the Employer maintains on a full-time basis at least one (1) employee referred under the Agreement.
- 3) Unless the DMW is a proprietor, partner, or principal officer of a signatory company, the Union security provisions of the Agreement shall apply.
- 4) The Employer shall pay fringe contributions on the DMW in accordance with the Agreement, except where reasonably equivalent coverage is already being provided for pension and health insurance. Contributions for JATC, ECT, Labor-Management Marketing Fund, Apprentice Training Facility Fund and Union dues deductions shall remain in effect.
- 5) Each DMW must be registered with the Union prior to performing work covered under the Agreement.
- 6) A DMW must have been on the Employer's "non-field" payroll for at least thirty (30) days prior to being assigned to perform work covered under the Agreement.

Section 2.21

Employers – IBEW Signatory

The Union will furnish employees only to Employers who are parties to an IBEW Agreement. However, this section shall not be construed to limit the right of the Union to furnish employees for internal organizing efforts or for regular maintenance work when performed directly by and for municipalities, governmental agencies, or individual establishments, and where such work does not come within the "scope of work" of this Agreement.

Section 2.22

Rebate of Wages

No Employer, or employee or their agents, shall give or accept directly or indirectly any rebate of wages.

Section 2.23

Contracting of Labor Service

No Employer shall directly or indirectly, or by any subterfuge, sublet or contract with employees all or part of the labor service required by any electrical contract of such Employer.

Section 2.24

440 Volts or Over

On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen Wiremen must work together, one standing by wearing rubber gloves.

Solano & Napa Counties Inside Construction Agreement
June 1, 2006 through May 31, 2012

Section 2.25

Vehicle Signs

Employers employing employees under this Agreement shall have their firm name prominently displayed on both sides of all vehicles used in the delivery of employees, tools, equipment and material.

Section 2.26

Crew Mix Ratios

On all jobs (excluding public sector) up to one hundred and fifty thousand dollars (\$150,000) electrical value, the employer may use apprentices who are classified as first (1st) through fifth (5th) period at a ratio of two (2) apprentices to one (1) Journeyman. Employers may, under the direction of the JATC, loan apprentices to one another to meet these ratios. Apprentices will work under the direction of a Journeyman on the job site.

ARTICLE III

Hours/Wages/Working Conditions

Section 3.01

Workday and Workweek

Eight (8) hours work between the hours of 7:00 AM and 12:00 PM, and 12:30 PM and 3:30 PM, shall constitute the workday.

Employers shall be granted, after not less than forty-eight (48) hours notice to the representatives of this Agreement, permission to institute either by shop, or job by job, a regular workday which may commence either one (1) hour (or a fraction thereof) earlier or one (1) hour (or a fraction thereof) later than the 7:00 AM provided above. The regular lunch period and quitting time shall be adjusted by the same proportionate amount of time with the stipulation that no more than five (5) hours shall be worked between the starting time and the lunch break.

Forty (40) hours, Monday through Friday, shall constitute a workweek.

Section 3.02

Overtime/Holidays

The 9th and 10th hours Monday through Friday and the first ten (10) hours on Saturday shall be one and one-half times the straight time Journeyman hourly wage rate. All other overtime shall be double time.

All work performed on Sundays and the following holidays shall be paid at double the regular straight time rate of pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and the weekday before or after Christmas. When Christmas day falls on a Tuesday, Wednesday, Friday, or Saturday the holiday shall be observed on the previous day (Monday, Tuesday, Thursday, or